



01-07-2003



BT

102329190

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Kendro Laboratory Products, Inc.**

12-31-02

- Individual(s)
- General Partnership
- Corporation of Delaware
- Other
- Association
- Limited Partnership

Date of execution of attached Document: June 18, 2002

Additional name(s) of conveying party(ies) attached?

- Yes No

2. Name and address of receiving party(ies):

Name: **GSLE Development Corporation**

Address: 13515 Ballantyne Corporate Place

City: Charlotte State/Country: NC ZIP: 28277

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation of Delaware _____
- Other _____

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration Number(s): 2,523,008 and 2,500,678

C. Additional numbers attached? Yes No.

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John H. Weber
Internal Address: BAKER & HOSTETLER LLP
Washington Square, Suite 1100
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5304

6. Total number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41)..... \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2036

Atty. Dkt. No.: 87258.00001

(Attach duplicate copy of this page if paying by deposit account)

01/06/2003 LNUELLER 00000146 2523008

01 FC:0521 40.00 DP
02 FC:0522 25.00 DP

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dennis P. Cawley
Name of Person Signing

December 31, 2002
Date

Total number of pages comprising cover sheet:

QUARTERLY INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Kendro Laboratory Products, Inc., a Delaware corporation having offices at 275 Aiken Road, Ashville, North Carolina 28804 (the "Company"), to the best of its information and belief is the owner of the entire right, title and interest in and to the trade secrets and know-how created and used by the Company, in connection with the Company's business during the calendar quarter, October 1, 2001 to December 30, 2001, along with the trademarks, both registered and unregistered, the trademark applications, the trade names, both registered and unregistered, the trade name applications, the patents and patent applications, if any, all identified in the accompanying schedule (hereinafter "IP Rights"); and

WHEREAS, GSLE Development Corporation, a Delaware corporation having offices at 13515 Ballantyne Corporate Place, Charlotte, NC 28277 ("DevCorp") is desirous of acquiring all of the Company's IP Rights together with that part of the goodwill of the business connected with the use of and symbolized by the relevant IP Rights;

NOW, THEREFORE, in consideration of the issuance by DevCorp to the Company of 100 shares of common stock, par values \$.01 per share, of DevCorp, which shares represent 100% of the outstanding capital stock of DevCorp at the time of issuance, the receipt and sufficiency whereof is hereby acknowledged, the Company and DevCorp agree as follows:

1. The Company hereby assigns, transfers and conveys unto DevCorp its entire right, title and interest in, to and under the IP Rights together with the right of DevCorp to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Company in all matters related thereto.

SCHEDULE

All trade secrets and know-how created and used by the Company during the calendar quarter October 1, 2001 to December 30, 2001.

CRYOLOGIC, USPTO Trademark Reg. No. 2,523,008;

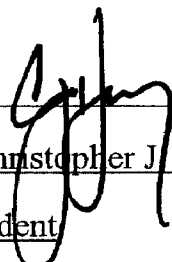
Registered December 25, 2001; and

INTRLOGIC, USPTO Trademark Reg. No. 2,500,678; Registered October 23, 2001

2. The Company agrees to take such further action and execute upon the request of DevCorp such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and perfect all rights of DevCorp under this Assignment, and said documents shall include any and all documents necessary to register, in the name of DevCorp, the assignment of each of the IP Rights assigned hereunder.

In testimony whereof, the Company has signed below, by its duly authorized legal representative, effective the day executed below.

KENDRO LABORATORY PRODUCTS, INC.

By:  _____
Typed Name: Christopher J. Kearney
Title: Vice President
Date: June 18, 2002